

ITEM
447**Use of Company Inter-exchange Dark Fibre (Alberta only)**

F

ITEM
447.1**Service Description**

This Tariff Item provides for the use of certain Company's dark fibres, by Axia SuperNet Ltd. (the Customer or Axia), through Customer's acquisition of an indefeasible right of use (IRU) from the Company pursuant to the following two (2) Customer-specific agreements (collectively, the Axia/the Company Executed Agreements):

1. Fibre Use and Management Agreement (Agreement A); and
2. Fibre Maintenance Agreement (Agreement B).

Definitions

For the purposes of this Tariff Item, all definitions are as provided for in the Axia/the Company Executed Agreements specified in Item 447.1.

ITEM
447.2**Conditions of Service**

1. This Tariff Item is subject to the terms and conditions set forth in the Axia/the Company Executed Agreements specified in Item 447.1 (as approved per Telecom Decision CRTC 2003-4), both of which are referenced and form part of this tariff.
2. This Item 447 service shall be valid for the following periods, as defined in Agreement A (Article 1.1), per the terms and conditions set forth in Agreement A:
 - a. Initial Term: twenty (20) years; and thereafter
 - b. Renewal Term (optional): each successive term of five (5) years.
3. The use of this Item 447 service shall be limited to the support of the Alberta SuperNet Project, as provided in Agreement A (Article 22.4).
4. The IRU Fee (as defined in Agreement A, Article 1.1, specific to the Initial Dark Fibres) and the final fee for Grooming Fibres Prepayment (as defined in Agreement A, Article 1.1), are to be pre-paid by the Customer for the life of the IRU.
5. The Customer shall be responsible for all sales taxes and its portions of all property taxes and municipal access fees, as provided for in Agreement A (Article 15).

ITEM
447

Use of Company Inter-exchange Dark Fibre (Alberta only) - Continued

F

ITEM
447.3

Rates

The Customer shall pay to the Company the following rates and charges and is subject to all applicable terms and conditions of this Tariff Item and the Axia/the Company Executed Agreements.

Service Item	Rates	Reference *
IRU Fee – one-time upfront charge for IRU Fibres (initial 20-year term)	\$27,924,000.00	Agreement A (Article 1.1, IRU Fee and IRU Fibres, respectively)
Grooming Fibres Prepayment – one-time upfront charge for Selected Grooming Fibres (initial 20-year term)	\$7,152,000.00	Agreement A (Article 7.2 (a))
Subsequent Adjustments	\$12.00 per metre (Note 1)	Agreement A (Articles 5.1(b)(iii), 6.3, 8.1 and 8.3)
Labour – interconnection work	Former TCI CRTC 18002, Item 1820	Agreement A (Articles 8.2 and 8.4)
Annual Maintenance Fees – per year	Per Agreement B (Schedule A, Article 1.1)	Agreement B (Schedule A, Article 1.1)
Renewal Term IRU Fee – each subsequent 5-year Renewal Term	\$1.00 (for all Useful IRU Fibres)	Agreement A (Article 19.1)
Transfer of IRU Fibres – purchase price at the expiry of the Initial Term	\$1.00 (for all Transferred Fibres)	Agreement A (Article 19.2)

* In the event of any conflict or inconsistency between this item 447 tariff and the Axia/the Company Executed Agreements, the tariff shall prevail.

Note 1: Where refund adjustments from the Company are made to the segment length of the IRU Fibres as a result of fibre deficiencies, unavailability or inaccessibility (as permitted by Agreement A), the adjustments shall be calculated based on the specified per metre rate multiplied by the route metres of the affected fibre. Where additional payments to the Company are required for subsequent fibre extensions or cross connections, the adjustments shall also be calculated based on the route metres of the fibre required.